

1 ERSKINE & TULLEY
 A PROFESSIONAL CORPORATION
 2 MICHAEL J. CARROLL (ST. BAR #50246)
 220 Montgomery Street, Suite 303
 3 San Francisco, CA 94104
 Telephone: (415) 392-5431
 4 Facsimile: (415) 392-1978

5 Attorneys for Plaintiffs

6
 7
 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10

11 BOARD OF TRUSTEES OF THE SHEET METAL,
 WORKERS HEALTH CARE PLAN OF NORTHERN)
 12 CALIFORNIA, SHEET METAL WORKERS)
 PENSION TRUST OF NORTHERN)
 13 CALIFORNIA, SHEET METAL WORKERS)
 LOCAL 104 VACATION, HOLIDAY SAVINGS)
 14 PLAN; ANTHONY ASHER, TRUSTEE,)

NO. 07 3204 PJH (MEJ)

STIPULATION FOR JUDGMENT

15 Plaintiffs,)
 16)

16 vs.)
 17)

17 MTB, INC., a California corporation)
 18)

18 Defendant.)
 19)

20 IT IS HEREBY STIPULATED and agreed by and between Plaintiffs
 21 BOARD OF TRUSTEES OF THE SHEET METAL WORKERS HEALTH CARE PLAN OF NORTHERN
 22 CALIFORNIA, SHEET METAL WORKERS PENSION TRUST OF NORTHERN CALIFORNIA, SHEET
 23 METAL WORKERS LOCAL 104 VACATION, HOLIDAY SAVINGS PLAN; ANTHONY ASHER,
 24 TRUSTEE, through their attorneys, and defendant, MTB, INC., a California
 25 corporation, that plaintiffs have and recover judgment from Defendant in
 26 the amount of \$12,152.34, which is composed of the following:

27 a. Contributions and liquidated damages balances due and
 28 unpaid to the Plaintiff Trust Funds for the months of December 2005,

1 May 2006 and June 2007 in the total amount of \$11,722.34;

2 b. Costs of suit incurred in this action in the amount of
3 \$430.00.

4 IT IS FURTHER STIPULATED and agreed by the parties hereto
5 that an abstract of judgment will be recorded but execution will not
6 issue on the judgment so long as defendant fully complies with the
7 following conditions:

8 1. Defendant shall make payments of all ongoing amounts
9 to become due to the SHEET METAL WORKERS OF NORTHERN CALIFORNIA TRUST
10 FUNDS pursuant to contract between defendant and Local Union 104 of
11 the Sheet Metal Workers' International Association for hours worked
12 by defendant's employees, commencing with payment for February 2008
13 hours due on or before March 20, 2008 and continuing until the full
14 amount of this judgment is paid. Each of said payments will be made
15 by check payable to SHEET METAL WORKERS TRUST FUNDS and sent to the
16 administrator Associated Third Party Administrators, 1640 South Loop
17 Road, Alameda, CA 94502.

18 2. Defendant shall pay the amount of this Stipulation in
19 8 payments: On March 25, 2008 the sum of \$1,530.20 followed by 6
20 monthly installment payments of \$1,530.20 on the 25th of each month
21 succeeding month until the full amount due is paid. The Eighth
22 Installment shall be for \$1,010.94. Said installment payments will
23 be made by check payable to the SHEET METAL WORKERS TRUST FUNDS and
24 sent to the collection attorney, ERSKINE & TULLEY, 220 Montgomery
25 Street, Suite 303, San Francisco, California 94104, Attention: Michael
26 J. Carroll.

27 3. Interest shall be due on the declining balance and will
28 be computed after all payments are made.

1 4. Plaintiffs and Defendant each understand and agree that
2 any modification of payments must be made in writing and agreed to by
3 both the Plaintiffs and the Defendant.

4 IT IS FURTHER STIPULATED AND AGREED by the parties hereto
5 that upon failure of the Defendant to make any of their monthly
6 contribution payments pursuant to the collective bargaining agreement
7 as set forth in paragraph 1 above, and the monthly installment
8 payments in a timely manner as required pursuant to the terms of
9 paragraph 2 of this stipulation, execution on the entire judgment in
10 the amount of \$12,152.34 reduced by any offsets for payments made,
11 shall issue only after ten (10) days written notice to the Defendant
12 that Plaintiffs or Plaintiffs' attorney declares a default and intends
13 to file a Declaration stating that a default has occurred on the part
14 of the defendant. Defendant waives notice of any hearing held by the
15 court upon the earlier execution of this judgment or Plaintiffs'
16 declaration.

17 This judgment shall cover only the amounts paid pursuant to
18 this stipulated judgment. The judgment does not include any unknown
19 amounts due to the Plaintiffs for the months of August and September
20 2004 which may be discovered at a later date, and specifically does
21 not waive the right of the Trust Funds to audit the employer for that
22 time period and collect any additional monies found delinquent as a
23 result of an audit.

24 ////

25 ////

26 ////

27 ////

28 ////

1 Defendant is not represented by counsel and has been advised to
2 seek the advice of counsel before signing this Stipulation for
3 Judgment.

4 IN WITNESS WHEREOF, plaintiffs' attorney and defendant have
5 executed this Stipulation for Judgment.

6 Dated: February 29 2008

MTB, INC., a California corporation,

7
8 By: 

Print Name: Peter McGoldrick

Corporate Title: President/Owner

9
10 Dated: February 29 2008

ERSKINE & TULLEY
A PROFESSIONAL CORPORATION

11
12 By: 

Michael J. Carroll
Attorneys for Plaintiffs